

**CY 2004 STATE/COUNTY CONTRACT
COVERING THE ADMINISTRATION OF CHILD AND SPOUSAL SUPPORT AND
ESTABLISHMENT OF PATERNITY AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN
the Department of Workforce Development
and
«County» County**

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The Department of Workforce Development
and
«County» County**

THIS CONTRACT is made and entered into this ____ day of _____, ____ for the period of January 1, 2004, through December 31, 2004, by and between the Department of Workforce Development, hereinafter referred to as "Department," of the State of Wisconsin hereinafter referred to as "State," and the County Board of Supervisors of «County» County hereinafter referred to as "Agency."

WHEREAS, the Department and the Agency are directed by Wisconsin Statutes section 59.53(5) to enter into a Contract for the implementation and administration of the Child and Spousal Support, Establishment of Paternity, and Medical Support Liability Programs under Wisconsin Statutes section 49.22; and

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the Department and the Agency agree as follows:

1. Definitions. The following definitions apply to the terms used in this Contract unless the context clearly requires otherwise:

1.1 Contract Addendum. An addition to the main Contract which is attached after both Parties have signed the Contract. An addendum does require the signature of both Parties or designee(s).

1.2 Contract Appendix. An addition to the main body of the Contract which is attached prior to the Parties signing the Contract. An appendix does not require signatures of either party.

1.3 Contract Manager. The contact person for each of the Parties. The Department's Contract Manager is the official contact with the Agency and is responsible for enforcing provisions of the Contract including fiscal and programmatic, and assuring that the provisions are carried out by the Agency.

1.4 Contract Supplement. A signed memorandum from the Department which notifies the Agency of increases to funding or time extensions in the Contract. A Contract Supplement requires the signature of the Department but does not require the signature of the Agency.

1.5 Policy Advisory Committee (PAC). The Child Support Policy Advisory Committee is a group established in accordance with the Department's Policies and Procedures, made up largely of child support agency directors to provide input to the Division of Workforce Solutions (DWS) Administrator on matters relating to child support.

1.6 "Parties" means the Department of Workforce Development ("Department") and Agency ("Agency") collectively ("Parties").

1.7 "Participant" means an IV-D case participant, including an individual that is listed as a case member in an open IV-D child support case.

1.8 Single Statewide Point of Contact. The Child Support Policy Advisory Committee shall serve as the Single Statewide Point of Contact under this Contract to advise DWS management on issues related to implementation of programs and services under this Contract.

2. Appointment of Contract Manager. Each of the Parties shall have a Contract Manager. The Department's Contract Manager is «DWDMgr», «DWDAddress» and the Agency's Contract Manager is «CSMgr», «CSAddress». In the event either Party's Contract Manager is unable to perform this function, the other Party will be contacted with a new Contract Manager name and address.

3. Agency's Responsibilities. The Agency shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Contract with respect to the Child and Spousal Support and Establishment of Paternity and Medical Support Liability programs provided for by Title IV of the federal Social Security Act, in accordance with the language of s. 59.53(5) and other state and federal statutes, state administrative rules, federal regulations and controlling court cases in effect during the term of this Contract. The Agency agrees that the functions performed and services provided or purchased by the Agency as specified in this Contract shall be performed in accordance with statutes and rules stated above and the DWS Administrator's Memo Series, the Child Support Bulletins, the Bureau of Child Support (BCS) Memo Series, the Bureau of Child Support Letters Series, the Wisconsin Child Support Procedures Manual, the Wisconsin Child Support Policy and Program Administration Manual, the Wisconsin Child Support Forms and Documents Manual, the Wisconsin Child Support Report Manual, the Child Support Directory and Resource Book, the BCS Workweb, the Community Aids Reporting Manual, e-mail or its equivalent, federally approved corrective action plans, fiscal audits, the KIDS User Manual, and the CARES Manual, as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.2 Provide Services. Provide all appropriate child and spousal support and paternity establishment services to all cases participating in public assistance programs under s. 49.145, s. 49.19, and s. 49.45 of the Wisconsin Statutes including Kinship Care (s. 48.57(3m)), Relief Block Grants (s. 49.02), food stamps (s. 49.124), Wisconsin Works (s. 49.141), Work Experience for Noncustodial Parents (s. 49.36), Medical Assistance s.49.45 and to all cases involving individuals in which application is made. Child and spousal support and paternity establishment services include but are not limited to case intake and assessment, establishment of paternity, location of absent parents, establishment of enforceable child and spousal support obligations, enforcement of payment of child and spousal support obligations, and/or establishment and enforcement of medical support obligations. Establishment and enforcement of medical support obligations includes (1) the establishment of appropriate orders for health insurance coverage provided by parents and enforcement of said orders and (2) the establishment and enforcement of appropriate orders to recover birth costs.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from Child Support Program participants, including those inquiries related to centralized child support services. The Agency shall respond to participant inquiries and complaints referred from the Department according to the standards established in the Agency's customer service and complaint resolution plans.

3.2.2 Establish Administrative Complaint/Fact Finding Process. In accordance with 45 CFR 303.35 and Admin Rule DWD15 Child Support Cooperation for W-2, establish an Administrative Complaint Process to respond to participant complaints, and maintain a file of all administrative complaints received and the written determinations issued by the fact finder.

3.3 Hold Harmless. If the Agency is of the opinion that any directive of the Department conflicts with a mandate contained in a federal statute or regulation, communicate this issue to the Department in writing and comply with the decision provided by the Department. To the extent that the Agency complies with the Department's decision, the Agency shall be held harmless from claims by the Department relating to such a conflict.

In the event of a lawsuit challenging the validity of child support enforcement statutes, regulations, or Department policies, the Department will defend such a lawsuit. In defending lawsuits, each party shall be responsible for matters within the Party's authority and control.

3.4 Cooperative Agreements. Establish and maintain written cooperative agreements between the Child Support Agency and other Agency officials who have a statutory obligation pursuant to s. 59.53(5), Wis. Stats., to cooperate with the Department and Agency as necessary to provide services required under the Child Support Program in compliance with this Contract. Under the terms of this Contract, administrative reimbursement is available for services provided under a cooperative agreement for the calendar quarter during which the agreement is signed and for subsequent calendar quarters covered by the agreement. If no signed cooperative agreement is in place for a calendar quarter, no Federal reimbursement is available for that calendar quarter.

Establish written cooperative agreements in accordance with 45 CFR 303.107 and 302.34 and departmental directives which must include at a minimum:

- (a) a clear description of the specific duties, functions and responsibilities of each party to the cooperative agreement.
- (b) clear and definite standards of performance which meet federal requirements, including but not limited to, assurance that the agreement will be monitored, assurance that identified deficiencies will be resolved through a corrective action plan, and penalties as established by the Agency, if any, which will be implemented for failure to perform expected duties,
- (c) agreement that each party to the cooperative agreement will comply with Section 3.1 of this Contract, and Title IV-D of the Act, implementing applicable federal regulations and requirements,
- (d) the financial arrangements between both parties to the cooperative agreement, including budget estimates, covered expenditures, methods of determining costs, procedures for billing the IV-D agency and any relevant federal and state reimbursement requirements and limitations,
- (e) the kind of records that must be maintained and the appropriate federal, state and local reporting and safeguarding requirements,
- (f) the dates on which the arrangement begins and ends, any conditions for revision or renewal and the circumstances under which the arrangement may be terminated, and
- (g) agreement that each party to the cooperative agreement will comply with relevant state and federal regulation, and Department policy related to confidentiality of records and safeguarding information.

3.4.1 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The determination that the amounts are reasonable and necessary must be fully documented in the IV-D agency records. Support enforcement services which may be purchased are those for which federal financial participation (FFP) is available under the IV-D regulations.

3.5 Internet Access. Have and maintain access to the Internet for all of the Agency's child support caseworkers.

3.6 Provide Information. Provide any information requested for federal program reviews and audits.

3.7 Information Technology Security. Provide for information technology security in accordance with the Department's policies and procedures.

3.7.1 Agency Security Officer. Designate an employee as Functional Agency Security Liaison or Backup County Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

3.7.2 Security Manual. Adhere to the Department's policies and procedures as provided in the Security Manual.

3.7.3 IRS Data. Agree to comply with all Internal Revenue Service (IRS) procedures and safeguards (IRC 6103, and IRC 7213).

3.8 Cooperation with Other Agencies. Agree that the Child Support Agency will cooperate with the county and tribal Income Maintenance (Economic Support) agencies, Wisconsin Works agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the Child Support program.

3.9 Kids Information Data System (KIDS). Agree to cooperate with the operation of KIDS as agreed upon by the Department and the Agency. The Agency and Department shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Contract in the Agency. Both Parties acknowledge a joint responsibility to working cooperatively to identify system deficiencies and operational problems. The Department acknowledges its responsibility to maintain KIDS in maximum functional status for the benefit of all Agency and state users. The Department agrees to take all necessary actions to assure the uninterrupted availability of KIDS during normal business hours.

3.9.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment in the physical location installed by the state unless prior approval is given. In accordance with Administrator's Memos, any costs incurred by the Agency as a result of Department approved equipment moves shall be reimbursed per the applicable federal financial participation (FFP) rate.

3.9.2 No Alteration of Software. Agree that neither Agency or other county staff nor persons working under contract for the Agency will alter state provided software installed on child support automation equipment or add software programs which will adversely affect child support automation in the Agency.

3.9.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the state computer reporting network is not accessible to persons other than those authorized by the Agency Security Officer for purposes of program administration and shall specifically limit such access in each cooperative agreement.

3.9.4 Prior Approval to Install. Obtain approval from the Department prior to the purchase or installation of automation equipment and software to be utilized on the Department administered computer systems, in accordance with the Department policies and procedures.

3.10 Cost-Sharing Allocation Plan. Reimburse the Department under an approved cost-sharing allocation plan if automation equipment, software or services are used for any purpose or program other than child support enforcement or program administration.

3.11 Maintain KIDS Financial Records. Be responsible to maintain and update KIDS financial information, including the following:

3.11.1 Enter Court Order and Balance Information. Enter court order information and account balance information in a timely manner and make appropriate adjusting entries, as necessary, to ensure appropriate distribution and allocation of payments.

3.11.2 Suspense Processing. Process 80% of all suspense collections within one working day if the Agency has the information necessary to process said collections.

3.11.3 Tax Intercept Adjustments. Provide the State with information on who received the original collection and ensure that the case is on KIDS. The Department will set up the tax recoupment on KIDS against the participant who received the money. If the payee must repay, the arrears will be adjusted by the Department. The Department will pursue collection activity.

3.11.4 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the Department's policies and procedures.

3.12 Failure To Maintain KIDS Financial Records. The Agency shall be responsible for court - ordered reimbursement for the Parties when the reimbursement is caused by the failure of the Agency to maintain proper KIDS financial records.

3.13 Provide Public with Information about Child Support Program. Provide documentation to the Department of Agency efforts to provide the public with information on the Child and Spousal Support Program.

3.14 Collections, Receipts and Disbursements. (1) Pursuant to BCS policy, forward any child support or other support-related payments along with appropriate documentation to the Support Collections Trust Fund for receipting within 24 hours. The Agency shall limit local receipting to cash (U.S. currency) payments and lien payments; (2) follow procedures established by the Department for the receipt, recording and transfer of any collections received by the Agency; (3) permit the Central Receipt and Disbursement vendor to receipt and deposit collections made payable to the county if received by the vendor; (4) collect the Parent Locator Service fee under 42 USC 653 and any other fees authorized by the Department.

3.15 Correspondence Liaison. Assist the Department in providing a timely response to program participant correspondence by designating the Agency director or an individual designated by the director as the correspondence liaison.

3.16 Confidentiality of Records. Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participants and KIDS records.

3.16.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform the task under the cooperative agreement. The Agency will include in the agreement language that addresses compliance with state and federal confidentiality regulations. This language shall specify that the Cooperative Agency will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the Child Support program. Agency and/or County Security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate Functional Agency Security Liaison and Backup County Security Officer or County Security Officer before state security staff will process the request.

3.16.2 Others Requesting KIDS Access and Compliance with Regulations. In the event that other individuals request access to the KIDS system through the child support agency, the Agency shall recommend and grant access only for the purpose of administration of the Child

Support Program. The Agency will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the Department prior to the Department granting such access. The agreements will address compliance with relevant state and federal confidentiality regulations specifying that the individuals granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the Child Support Program. Agency and/or County Security staff have the responsibility to ensure that requested access to KIDS meets the requirement of being for the purposes of administration of the Child Support Program. Any request that does not meet that requirement must be denied at the local level. All requests for KIDS access must be approved by the appropriate County Agency Security Officer or Backup Security Officer before state security staff will process the request.

4. Department's Responsibilities. The Department shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Contract in accordance with the state and federal statutes, state administrative rules, federal regulations and controlling court cases, in effect during the term of this Contract.

4.2 Administrator's Memos/Child Support Bulletins. Maintain an index listing of all the Administrator's Memos, BCS Letters, and Child Support Bulletins released during the contract year that apply to the Child Support Program.

4.3 Policy Directives. Develop and maintain policy directives for administrative and enforcement activities relating to the Child and Spousal Support and Enforcement of Paternity Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes, federal regulations, state administrative rules, and controlling court case(s) in new policy directives. Such citations shall be incorporated in the Child Support Manuals. Provide notification of new requirements within 30 days of enactment.

4.3.1 New Initiatives or Programs. Develop a contract addendum negotiated and executed under separate cover for any new initiatives or programs other than those specifically mandated by federal or state laws, rules or regulations.

4.3.2 Reasonable Time Period to Implement. Allow the Agency a reasonable time period in which to fully implement Department directives. Department directives which are the result of changes in federal or state laws, rules and regulations or court actions may be implemented by the Department in accordance with the implementation timeframes of the federal or state laws, rules and regulations or court action.

4.3.3 Extension of Time Period to Implement. Allow the Agency to request an extension of the time period for implementing program requirements which have a significant impact on the Agency and are not mandated by state or federal law or court order. The Agency may submit documentation of the hardship imposed, and the Department may then grant up to 45 days of exception to the implementation requirements.

4.4 Policy Change. If, after the beginning of the Contract period, the Department proposes a change to the requirements in the functions performed and services provided or purchased by the Agency which is not the result of implementation of state and federal statutes, rules and regulations, court orders or settlement agreements arising from litigation, the Agency, using a Single Statewide Point of Contact, will have 30 days to comment to the Department on the fiscal impact of the change before the requirement takes effect. The Single Statewide Point of Contact may request an extension of the comment period of up to 15 days. The Department shall consider the fiscal impact on the Agency before implementing the change in requirements. It is not the Department's intent to unilaterally impose any new and previously unbudgeted programs on the Agency.

4.5 Advanced Manual Releases. Distribute an advance copy of the BCS Wisconsin Child Support Procedures Manual and the Wisconsin Child Support Policy and Program Administration Manual releases to the Wisconsin Child Support Enforcement Association (WCSEA) Review Panel. The Review Panel will be given an opportunity to provide input on the manual releases they receive. The state's objective is to issue manual releases within six months of the enactment of child support related laws or statutes or the issuance of the regulations.

4.6 Memo for Statewide Point of Contact. Issue an Administrator's Memo designating the Single Statewide Point of Contact referenced in Section 1.7 of this Contract. The memo will also address the scope of responsibility for review of material by the Single Statewide Point of Contact.

4.7 Monitoring. Monitor the Agency responsibilities as defined in this Contract, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action.

4.8 Consultation and Assistance. Provide consultation and technical assistance on the child support program to Agencies.

4.9 Comprehensive Training. Provide comprehensive statewide training for Agency personnel including, but not limited to, new worker training for new workers and administrators, specialized training for new initiatives and KIDS enhancement and other continuing education in the Child Support Program. Training programs and curriculum shall be determined in consultation with the Child Support Training Advisory Committee (CSTAC). To the extent possible, child support training and curriculum shall be made available on the Internet. The Department will make every effort to schedule training on dates and at locations convenient to the Agencies. The Partner Training Section will work with the CSTAC to identify a core curriculum of topics that will be made available to agencies multiple times throughout the year on a regional basis. In consultation with Agencies, the Department will establish the membership of the Child Support Training Advisory Committee. The Partner Training Section will work with local agency trainers or designated staff to provide access at the local level to resources and materials for use at the local level. To facilitate local training, the Partner Training Section will also provide assistance for each training program made available at the local agency level.

4.10 Information to the Public. Provide the public with information on the Child and Spousal Support Program.

4.11 Model Cooperative Agreements. Provide and maintain model cooperative agreements which conform to state and federal laws.

4.12 Central Registry. Provide Central Registry services to Agencies.

4.13 KIDS Maintenance. Ensure ongoing maintenance of KIDS.

4.14 KIDS Enhancement. Acknowledge its responsibility to modify and enhance the KIDS system as federal and state funding for Child Support Programs becomes performance based. In recognition of the necessity of KIDS to perform efficiently and with the capability to utilize all functions and enforcement tools authorized by law, the Department agrees to continue to take all necessary actions to modify the IV-A to IV-D (CARES/KIDS) computer interfaces and implement purging and archiving so as to eliminate the monthly duplication and to timely and accurately implement the remaining Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA) and, fully utilize all funds authorized by the legislature for the modification and enhancement of KIDS.

4.14.1 Child Support Customer Area Advisory Group (CSCA) The Department shall establish the CSCA with four Agency representatives from four different agencies, appointed by the Wisconsin Child Support Enforcement Association (WCSEA). At least one of the appointed representatives shall have KIDS financial expertise.

4.15 Ownership of Software. Retain all ownership rights in any state owned software or modifications thereof and associated documentation designed, developed or installed as a result of this Contract.

4.16 Delegation of Authority. Delegate to Agency support enforcement attorneys, as defined in s. 59.53(6), Wis. Stats., its authority to establish paternity and to establish and enforce child support obligations by appearance in circuit court and, with prior approval of the Department, appearance in appellate court. The Department agrees to assist the Agency in preparation of appeals, upon request. The County support enforcement attorney shall abide by Section 3.1, 3.2, and 3.3 of this Contract.

4.17 Provide Direct Technical Assistance to Agencies. Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct technical assistance to agencies, including assistance related to child support policy, KIDS processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.

4.18 Confidentiality of Records. Agree to comply with the applicable federal and state laws and Department regulations concerning confidentiality of participant and KIDS records.

4.19 Tax Intercept. The Department shall certify arrears for tax intercept and other certifiable debts using KIDS account balances as well as receive, distribute, and disburse tax intercept funds centrally through KIDS, and make information available in KIDS and other reports.

4.19.1 Guardian Ad Litem Debts. *Pursuant to Wis. Stats. 71.935, on behalf of the county, certify guardian ad litem debts owed to the county to the Department of Revenue tax refund offset program in accordance with tax certification policies established by the Department.*

4.20 Centralized Receipt and Disbursement Advisory Group. The Department shall designate a CR&D Advisory Group. The Advisory Group shall include a CSA representative from each region, a field representative, and representatives from BCS and the Trust Fund. The Advisory Group shall be coordinated by a DWS staff member.

5. Procurement.

5.1 Equipment. The Agency may purchase and install equipment in accordance with the Department's policies and procedures. The Agency shall be responsible for inventory, maintenance, replacement, and security of all this equipment.

The Agency shall keep all state owned automation equipment that is located in the Agency in a secure place and compensate the Department for any theft, damage, or other loss of equipment if the Department's prescribed security precautions have not been met.

6. Allocations.

6.1 Administrative Funds. The Department shall generate to the Agency administrative cost advances for the first three months of the contract period based on 110 percent of that Agency's total reconciled administrative expenses for the most recent previously reconciled calendar year. The monthly amount for the first three months of the contract period equals one-twelfth of the annual base amount. The Agency will be given an opportunity to submit written justification to support an increase or decrease to the proposed administrative advances for the first three months of the contract period. The total of the administrative advances is based upon actual direct and indirect costs reimbursed with federal pass through dollars at the applicable federal financial participation (FFP) rate.

6.2 Performance Based Allocation. Pursuant to Admin Rule DWD 44 and Wis. Stats. s. 49.24, the Department shall budget an allocation to the Agency as its proportionate share of dollars for performance based funding as identified in the applicable Administrator's Memo. Funding previously identified as child support operations, program enhancement, and order revision are now a part of performance based funding. The Department shall distribute the total available incentive funding under s. 49.24, Stats., to counties and eligible tribes.

6.3 Federal Incentive for Recovery of Medical Assistance Payments. The Department shall pay the Agency the 15 percent federal incentive rate earned for the recovery of Medical Assistance payments under the Medical Support Liability program. The 15 percent rate may be increased or decreased during the term of this Contract to reflect any applicable changes in federal law. Payment shall be made on the same schedule as administrative reimbursement.

7. Fees. Fees for Federal Parent Locator Service (FPLS), Credit Bureau access, Intercept of Unemployment Insurance and Vital Records services will be charged to agencies as follows:

7.1 Federal Parent Locator Services. Agencies shall be charged back FPLS fees as follows: the Agency's percentage of the statewide total allocation for Performance Based as shown in the CY 2004 allocations Administrator's Memo multiplied by the total amount of the FPLS fees charged to the Department by the federal Office of Child Support Enforcement.

7.2 Credit Bureau Access. Each agency shall be charged back the actual amount of Credit Bureau users fees attributable to that agency based on usage as shown on Credit Bureau invoices to the Department.

7.3 Intercept of Unemployment Insurance. Agencies shall be charged back Unemployment Insurance intercept fees as follows: the Agency's percentage of the statewide total allocation for Performance Based as shown in the CY 2004 allocations Administrator's Memo multiplied by the total amount of the Unemployment Insurance intercept costs charged.

7.4 Vital Records Fees to Update Birth Records. Each agency shall be charged back the actual amount of Vital Records fees attributable to that agency based on information provided on the Bureau of Vital Records invoice forms paid by BCS.

8. Funding Change. Except as provided in Section 17.7.3 and 17.8, the Agency agrees that the obligation of the Department under this Contract is limited by and contingent upon legislative authorization and budget appropriations including those made by current Chapter 20, Wis. Stats., and if, during the term of this Contract, the state appropriations which fund programs under this Contract are not made or are repealed or reduced by actions of the Legislature or otherwise, the Department's obligation to fund and the Agency's obligation to fund and provide such service programs under this Contract is suspended.

8.1 Additional Funding. The Department shall work with the Agency through the Policy Advisory Committee to provide notice of any additional funding available to the Agency prior to its effective date. In the event that it is not possible to provide notification prior to the effective date, and to the extent allowed by law, the time period will be extended to provide the Agency the maximum period for use of the funds.

9. Payment. Subject to the terms and conditions set forth in this Contract, the Department shall reimburse the Agency for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the Department under this Contract are contingent upon: (a) substantial compliance by the Agency of all responsibilities identified in this Contract, and in accordance with state and federal laws; (b) authorization of Wisconsin and federal laws and availability of federal funds; (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units; and (d) in addition to the provisions of Section 11.6, the Department may reduce payments pursuant to state or federal audits. However, legislative authority is required for imposition of any federal Performance Audit/Review sanctions. Routine financial audits, such as performed under the single audit, do not require legislative authority.

9.1 Advance Payments. The Department shall make advance payments to the Agency based upon the following schedule:

Payments for January, February and March shall be made on the fifth of each of those months in amounts based on one-twelfth of the contracted amount shown in Exhibit 1 and as specified in this Section. A report will accompany each monthly payment made under this Contract identifying which portion of the payment is attributable to Exhibit 1.

9.2 Recovery of Advance Payments. Payments for October, November, and December expenses will be adjusted as follows:

9.2.1 October 2003 Expenses. October 2003 expenses reported in November 2003 will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2003) when the January 2004 payment for October expenses is made. This payment is separate from the January payment.

9.2.2 November 2003 Expenses. November 2003 expenses reported in December of the same year will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2003) when the February 2004 payment for November expenses is made. This payment is separate from the February payment.

9.2.3 December 2003 Expenses. December 2003 expenses reported in January will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2003) when the March 2004 payment for December expenses is made. This payment is separate from the March payment.

9.2.4 October 2004 Expenses. October 2004 expenses reported in November 2004 will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2004) when the January 2004 payment is made.

9.2.5 November 2004 Expenses. November 2004 expenses reported in December will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2004) when the February 2004 payment is made.

9.2.6 December 2004 Expenses. December 2004 expenses reported in January 2004 will be adjusted against one-third of the outstanding payments (which were issued in January, February and March 2004) when the March 2004 payment is made.

9.3 Reimbursement Claims. For the period April through December, the Agency report received by the last business day of the month following the month being reported for, shall result in a payment

by the fifth day of the second month following the report date based upon reported expenditures. For example, the April payment will be paid on the fifth of April and will be based on January expenditures reported by the end of February.

9.4 Total Net Reimbursement. Total net reimbursement to the Agency for allowable expenses shall not exceed the contracted amounts specified in Exhibit 1 of this Contract as adjusted by the terms and conditions of Contract appendices and addenda less any expenditures owed the Department under this or other Department and Agency contracts.

9.5 Final Reimbursement Claims. The Agency shall submit all claims for reimbursement under this Contract to the Department within 90 days of the end of the Contract period, and the Department shall make final payment within seven months of the end of the Contract period. The Department may grant an exception to the 90-day timeframe.

9.6 Additional Claims Related to the Single Audit. Claims for allowable costs not reported within 90 days of the end of the Contract period or within the extended period if an extension is granted will be submitted for federal reimbursement if (a) the costs are identified as a finding in the Agency Single Audit, and (b) the Agency's Single Audit report is received within the mandated timeframes. Any federal reimbursement received will be passed on to the Agency as a part of the audit resolution process. The Department shall allow a claim as a result of a subsequent audit approved by the Department which identified a Department error. The Agency may offset additional claims identified in an audit against audit exceptions up to the amount of the exception.

9.7 Payment Adjustments. The Department may increase or decrease or delay the monthly payment under one of the following conditions. The Parties shall negotiate the timing and payment schedule of any adjustments under sections 11.7.2 and 11.8.1. The Department will only withhold funds of an Agency which is in non-compliance with Contract or program requirements. Agencies which are in compliance will be paid the amounts due.

9.7.1 Untimely Expenditure Report. The Agency does not give the Department the required expenditure report by the due date. If the Department caused the delay, this provision is waived. Should there be extenuating circumstances which prevent the Agency from sending a report, it is the responsibility of the Agency to see that the Department is properly notified prior to the due date of the report.

9.7.2 Functions Performed Do Not Meet Requirements. The Department determines that the functions performed by the Agency do not meet state or federal statutes and requirements following an opportunity for corrective action as described in Section 9.7.2.1.

9.7.2.1 Corrective Action. The Department will notify the Agency of items that require corrective action and the need for the Agency to develop and submit a Corrective Action Plan. The response must be submitted within 10 days of the date of the notice under this section, unless the Department approves an extension. A failure by the Agency to submit a timely and approvable Corrective Action Plan or a failure by the Agency to fully implement the Department-approved Corrective Action Plan shall result in a payment reduction to be determined by the Department.

9.7.3 Payments Made to the Agency when the Contract Was Not Fully Expended. The Agency does not refund monies that the Department paid to the Agency pursuant to the beginning of the new Contract period between the Department and the Agency and that the Agency has not spent or encumbered by the end of the Contract period.

9.7.4 Payment Adjustments after the End of the Contract Period. Within 90 days of the end of the Contract period, the Agency will inform the Department that it will refund to the Department within 120 days of the end of the Contract period, any funds received pursuant to this Contract that are unspent or unencumbered prior to the end of the Contract period. If the

Agency does not provide a refund check, the Department will adjust funds under Section 9.7 as part of the Contract year reconciliation process.

9.7.5 No Reallocation of Funds. The Agency shall not at any time reallocate funds in Section 6 nor between lines in such sections unless specific written approval is received from the Department within 60 days of the end of the Contract period.

9.8 Audit Adjustments.

9.8.1 Audit Adjustment Determination. The Department determines, pursuant to an audit under Section 11, that there is an error in the Agency's fiscal and service records for this Contract or previous Contracts and the Department submits the draft audit report of the error to the Agency within 30 months of the expiration of the Contract. The Department shall limit the increase or decrease to the audited error and shall confer with the Agency before increasing or decreasing the monthly payment for this Contract. The Parties may negotiate the timing and amount of the adjustment at the Agency's request.

9.8.2 Advance Notice. The Department shall provide 30 days advance notice to the Agency when an increase, decrease or delay in payment will be made pursuant to Section 9.7. The Department will schedule a conference to resolve the issue which gave rise to the notice before the imposition of the decrease or delay. The Agency may pursue its right to appeal the Department's decision as provided by Section 13 and 14 of this Contract after the imposition of the decrease or delay or sooner if both Parties agree there is an impasse.

9.9 Reconciliations with County Clerk's Records. A reconciliation should be performed between expenditures and revenues recorded at the County's office and those on the County Clerk's accounts together with any journal entries. It is advisable to obtain copies of the County Clerk's expenditure and revenue accounts pertaining to the Agency to perform this reconciliation. A work sheet shall be prepared at year-end showing the final reconciled balances and adjustment made by the agency. If a reconciliation has not been completed at the time the Department completes its audit, the Department will conduct a reconciliation at the expense of the Agency.

10. Records, Reporting, Monitoring and Security.

10.1 Record Keeping Requirements. At least 45 days prior to the effective date of any Department reporting or record keeping requirement issued after the beginning of the Contract period, the Department shall provide the Agency with written notice of such a proposed reporting or record keeping requirement and allow the Agency an opportunity to review and comment on such a requirement. The Agency may comment on its own behalf or use a Single Point of Contact to communicate its concerns. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the Department without strict compliance with the above-stated notice and comment requirements. However, the Department shall make every reasonable effort to solicit comments from the Agency prior to implementing such record keeping and reporting requirements.

10.2 Records Maintenance. The Agency shall maintain such fiscal records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this Contract.

The Agency shall maintain such records, reports, evaluations, or other documents which are specified as needed by the Department for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, are subject to manual provisions allowing destruction of records. The Agency shall furnish such reports and documents to the Department in the format and according to the schedules as the Department requires. These reports must be in compliance with Department reporting instructions. The Department shall evaluate and monitor compliance with reporting instructions.

10.3 Records Availability. All records maintained by the Agency pursuant to this Contract shall be available to the Department on request and with adequate notice for inspection, examination or audit. Except when the Department determines that unusual circumstances exist, the Department will give the Agency at least five working days written notice unless the Agency consents to a shorter time frame. The Department shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the Agency.

10.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Contract shall be construed to limit, modify or extinguish any federal or state agency's legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the Agency or to modify or limit the Agency's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

11. Annual Audit.

11.1 Single Audit Requirement.

11.1.1 Hiring an Independent Auditor. The Agency shall hire an independent auditor to conduct a Single Audit pursuant to OMB Circular No. A-133 (Revised 8/98 or its replacement), Department of Administration Audit Guide and audit guidelines established and provided by the Department. The audit shall be completed and a report submitted to the Agency no later than 9 months after the end of the Agency's fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health and Family Services). The Agency shall incorporate by reference in the engagement letter (Contract with the independent auditor), OMB Circular No. A-133 and any federal and state audit guidelines.

11.1.2 Technical Assistance. The Department agrees to provide technical assistance to the Agency that may include providing the independent auditor with financial information from Department records, work papers, and draft report review and attendance at conferences.

11.1.3 Submitting the Single Audit Report. The Agency agrees to provide to the Department one copy of the resultant audit report including the management letter and any supporting documentation required by the Department within 30 days after acceptance by the Agency and no longer than 9 months after the end of the Agency's fiscal year unless an extension is granted by the cognizant state agency for the audit (Department of Health and Family Services). The audit report shall be made up of at least the following based on OMB Circular No. A-133: (a) the auditor's report on financial statements; (b) a schedule of federal and state assistance; (c) the financial statements; and (d) a schedule of federal and state grants by program including program disbursements; program revenues; net variance to be resolved; the auditor's report on the study and evaluation of internal control systems; the auditor's report on compliance including the specific identification of questioned costs, audit adjustments, audit exceptions and the management letter.

11.2 Department Reviews.

11.2.1 Financial and Compliance Review. In the event that the Department conducts a financial and compliance review, it will include the examination of financial records maintained by the Agency. The review shall be conducted in accordance with the Department procedures. This review will not meet the requirements of the Single Audit Act for the Agency.

11.2.2 Review Scheduling. The Department shall schedule a mutually acceptable entrance date with the Agency with at least a thirty (30) day advance notice or an earlier date, if mutually

agreed upon. The Department shall provide the Agency with advance written notice stating the purpose and scope of the review.

11.2.3 Review Report. The Department agrees to provide the Agency with a copy of the resultant report, management letter, and supporting documentation upon completion of the financial and compliance review.

11.2.4 Draft Review Report. The Department agrees to complete a draft review of the Agency within 24 months of the expiration date of the Contract year to be reviewed. The time limit for submitting a draft review report to the Agency may be extended by mutual agreement.

11.2.5 Independent Financial and Compliance Review. The Department reserves the right to conduct an independent financial and compliance review of the Agency if the Agency fails to secure a Single Audit covering all Department funds. In the event that the Agency fails to secure a Single Audit, Department costs for completing a financial and compliance review will be charged back to the Agency.

11.2.6 Additional Review Resulting From the Loss of Federal Funds. The Department may conduct an additional review if an Agency action not identified in the Single Audit results in the loss of federal funds. This additional Department review will determine if an audit exception is appropriate.

11.2.7 Audit Resolution. The Department will initiate resolution of findings with the Agency pursuant to Audit Resolution policies developed by the Department. Nothing in this Section shall be construed to govern the acceptance or guidance of the Agency by any state agency other than the Department of Workforce Development.

11.3 Audit Disallowance.

11.3.1 Agency Liability. The Agency shall be liable for the entire amount of the audit adjustment attributed to the Agency. The actual amount of a disallowance against the Agency shall be determined through the Department's Audit Disallowance policy as stated in the Department's Financial Management Manual.

11.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the Agency unless it is based upon a specific policy which was: (a) effective during the time period which is being audited, and (b) communicated to the Agency department head or designee in writing by the Department or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for 60 days after the date the Agency receives written notice of the requirement. This 60 day hold-harmless period may be extended by the Department upon Agency proof of hardship. The 60 day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law and regulations or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law and administrative or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the Agency's responsibility to implement policies by their effective dates.

12. Administrative Review. The Agency shall be entitled to an administrative review conducted pursuant to the procedures stated below which are in effect for this Contract if both of the following occur: the Department and the Agency disagree about the interpretation of any provision of this Contract; and the disagreement concerns one of the following: (a) reconciliation of claims and reimbursements (review is through departmental conference); (b) any audit of the Agency as described in this Contract (review is through the audit resolution policy); (c) any audit resolution process (review is through the audit resolution policy; or, (d) any federal audit of the Agency or the Department (review is through the Administrator's Memo Series).

13. Disputes. The Agency's method of resolving any dispute or controversy arising out of or relating to this Contract shall be the complaint process provided in this section. The Agency may address a written complaint to the Chief Legal Counsel of the Department at the following address: Department of Workforce Development Chief Legal Counsel, P.O. Box 7946, Madison, Wisconsin 53707-7946. At the same time the complaint is filed with the Department's Chief Legal Counsel, the complaint also may be filed with the Child Support Policy Advisory Committee (with notice to the Chief Legal Counsel) for its next regularly scheduled monthly meeting. If the complaint is not filed with the Child Support Policy Advisory Committee, the Chief Legal Counsel shall respond in writing within ten business days. If the complaint is filed with the Committee, the Chief Legal Counsel shall respond within ten business days of receipt of the Policy Advisory Committee's recommendation. Time periods may be extended by agreement of the Department and the Agency. If either the Agency or the Department's Contract Manager is not satisfied with the response, either the Agency or the Department's Contract Manager may request a review of the decision using the process in Section 16.

14. Hearings. If the Department and the Agency disagree about the interpretation of any provision of this Contract other than the disagreements described in Section 13 above and a substantial interest of the Agency is injured by an action of the Department, the Agency shall then be entitled to a hearing before the Wisconsin Division of Hearings and Appeals which must be requested within 60 days (including weekends and holidays) from the day the action in question occurred. The following procedures shall apply: (a) the Department shall schedule a hearing within 60 days (including weekends and holidays) of receipt of the appeal request; (b) both the Agency and the Department shall be entitled to one 30-day (including weekends and holidays) continuance of the hearing upon written notification to the other party and to the Wisconsin Division of Hearings and Appeals; (c) the hearing shall be conducted as if it were a Class 3 case hearing under Ch. 227 of the Wis. Stats. At the hearing, the Parties may present evidence, call and cross-examine witnesses, and make arguments on the issues; and (d) either party may ask the Secretary of the Department to review the proposed decision within 30 days of its issuance. If neither party makes such a request within the 30 days, the proposed decision shall be final. If either party makes such a request within 30 days, the Secretary may allow both Parties to file written arguments before a final decision is issued.

15. General Provisions.

15.1 Civil Rights Compliance Plan. The Agency shall have in place a current Civil Rights Compliance Plan ("CRC Plan") or letter of assurance in accordance with Department requirements covering the period of this Contract.

15.2 Non-Discrimination Policy. In connection with the performance of work under this Contract, the Agency agrees not to discriminate against any employee or applicant for employment because of national origin, age, race, religion, color, disability or association with a person with a disability, sex, arrest or conviction record, sexual orientation, marital status, political affiliation, military participation or use or non-use of lawful products off the employer's premises during non-work hours. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agency further agrees to take affirmative action to ensure equal employment opportunities. The Agency agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Division's Equal Opportunity Officer setting forth the provisions of this non-discrimination policy.

15.3 Equal Opportunity in Service Delivery and Employment. The Agency agrees that the Agency, its Agency Service Providers and their subcontractors will comply with guidelines in the Civil Rights Compliance Standards and Resource Manual for Equal Opportunity in Service Delivery and Employment (1999 Edition or its replacement).

15.3.1 Compliance of Subcontractors. Requirements herein stated apply to any subcontracts. The Agency has primary responsibility to take constructive steps, as per the CRC Standards and Resource Manual to ensure compliance of subcontractors. As part of this responsibility, the Agency will require its subcontractors to develop and submit for approval a Civil Rights Compliance Plan. Where the Department has a direct Contract with a community agency or vendor, the Agency need not obtain a Subcontractor Civil Rights Compliance Action Plan or monitor that agency or vendor.

15.3.2 Monitoring the Agency's Compliance. The Department will monitor the Civil Rights Compliance of the Agency and will review that the Agency is ensuring compliance of its subcontractors in compliance with guidelines in the CRC Standards and Resource Manual. The Agency agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Agency, as well as interviews with staff, clients, applicants for services, subcontractors and referral agencies. The reviews will be conducted according to Department procedures, through a Department determined monitoring schedule and/or to address immediate concerns of complainants.

15.3.3 Agency Cooperation. The Agency agrees to cooperate with the Department in developing, implementing and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

15.4 Debarment Certification. In conformance with federal law, the authorized Agency representative must review, sign and return the Certificate Regarding Debarment and Suspension form. (Attachment C)

15.5 Lobbying Certification. In conformance with federal law, the authorized Agency representative must review, sign and return with this Contract either the Certificate Regarding Lobbying form (Attachment A) or the Disclosure of Lobbying Activities (Attachment B).

15.6 Pro-Children Act. Since a portion of the funds under this Contract includes federal funds, the Agency agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994. The

law requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

15.7 Provisions of Services and Programs.

15.7.1 Funding Limitations. Except as provided in state and federal statutes, the Agency shall perform the functions and provide the services within the limits of State and Agency appropriations used to match State and federal funds.

15.7.2 Agency Funding. Nothing in this Contract shall be construed to require the expenditure of Agency funds, except as specifically provided herein and authorized by the Agency Board.

15.7.3 Lawful Power and Duties. Nothing contained in this Contract shall be construed to supersede the lawful power or duties of the Child Support Agency. The Agency shall carry out its responsibilities under the sections of this Contract through its appropriate Agency departments.

15.8 Conditions on the Parties' Obligations. This Contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the Department shall serve to terminate this agreement except as further agreed by the Parties hereto.

15.9 Entire Agreement. It is understood and agreed that the entire Contract between the Parties is contained herein, and includes the appendices incorporated herein by reference. The Contract supersedes all previous commitments, promises, and representations, either oral or written, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the County have executed this agreement as of the day and year first above written.

County Executive, Board Chairperson, or Designee
Authorization attached if designee

Date

Bettie A. Rodgers Administrator
Division of Workforce Solutions
Department of Workforce Development

Date

NOTE: A County Board resolution must be attached authorizing and naming a designee if the Contract is not signed by the Executive or Chairperson of the County.

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